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RECORDATION NO. _____ Filed & Recorded

EQUIPMENT LEASE

NOV 13 1973 -3 15 PM

Dated as of October 15, 1973

INTERSTATE COMMERCE COMMISSION

AMONG

NORTH AMERICAN CAR CORPORATION
Lessor

AND

CHICAGO ROCK ISLAND AND PACIFIC RAILROAD COMPANY
Lessee

THIS EQUIPMENT LEASE dated as of October 15, 1973 between NORTH AMERICAN CAR CORPORATION, a Delaware corporation, (the "Lessor") and CHICAGO ROCK ISLAND AND PACIFIC RAILROAD COMPANY, an Delaware corporation (the "Lessee");

W I T N E S S E T H:

WHEREAS, the Lessor has entered into a certain Equipment Lease, dated as of October 15, 1973 with Exchange National Bank of Chicago, as Trustee ("Primary Lessor") under Trust Agreement dated as of October 15, 1973 with Commercial Credit Capital Corporation, as Trustor ("as Trustor") providing for Lessor's acquisition under Lease of the Railroad Locomotives (collectively the "Equipment" and individually as an "Item of Equipment") described in Schedule A-1 attached hereto and made a part hereof (the "Primary Lease.")

WHEREAS, the Lessor and the Primary Lessor have entered into an Acquisition Agreement dated the date hereof (the "Acquisition Agreement") with General Electric Company (the "Manufacturer") providing for the acquisition by the Primary Lessor of the Items of the Equipment, and

WHEREAS, the Lessor and the Primary Lessor have entered into a Conditional Sale Agreement dated the date hereof (the "Conditional Sale Agreement") with the Manufacturer providing for the Manufacturer's sale and delivery to the Primary Lessor of the Items of the Equipment described in Schedule A-1 and the Primary Lessor is acquiring full legal title to the Equipment as Vendee under the Conditional Sale Agreement (but only in compliance with all the terms and conditions thereof) and Lessor is leasing the Equipment under the Primary Lease.

WHEREAS, by instrument of Agreement and Assignment dated the date hereof, the Manufacturer has assigned or will assign its right security title and interest under the Conditional Sale Agreement to The First Pennsylvania Banking and Trust Company, as Assignee (the "Assignee"); and

WHEREAS, the Lessee desires to lease all of the Items of Equipment or such lesser number as are delivered to and accepted under the Conditional Sale Agreement on or prior to December 31, 1973, at the rentals and for the terms and upon the conditions hereinafter provided;

NOW THEREFORE, in consideration of the premises and of the rentals to be paid and the covenants hereinafter mentioned to be kept and performed by the Lessee, the Lessor hereby leases the Equipment to the Lessee upon the following terms and conditions, namely but subject to all the rights and remedies of the Primary Lessor and its assigns under the Primary Lease and the Manufacturer and its assigns under the Conditional Sale Agreement.

SECTION 1. DELIVERY AND ACCEPTANCE OF EQUIPMENT.

The Lessor will cause each Item of Equipment to be tendered to the Lessee at the point set forth in Schedule A-1. Upon such tender, the Lessee will cause an authorized representative of the Lessee to inspect the same, and if such Item of Equipment is found to conform to the specifications therefor, to accept delivery of such Item of Equipment and to execute and deliver to the Lessor and to the Manufacturer and if directed by Lessor, to the Primary Lessor a certificate of acceptance (hereinafter called "Certificate of Acceptance" substantially in the form attached hereto as Schedule B, whereupon such Item of Equipment shall be deemed to have been delivered to and accepted by the Lessee and shall be subject thereafter to all of the terms and conditions of this Lease.

SECTION 2. RENTALS AND PAYMENT DATES.

2.1. Rentals for Equipment. The Lessee agrees to pay the Lessor for each Item of Equipment sixty (60) quarterly installments of Fixed Rental each payable in arrears in the amount provided for such Item of Equipment in Schedule A-1 hereto.

2.2. Fixed Rental Payment Dates. The first installment of Fixed Rental shall be due and payable on such date not later than three calendar months after the Closing Date referred to in Section 3.5 of the Conditional Sale Agreement (the "Closing Date"). The second through the sixteenth installments of Fixed Rental for each Item of Equipment shall be due and payable quarterly commencing three calendar months after the first Fixed Rental payment date for such Item.

2.3. Place of Rent Payment. Subject to Section 16 hereof all payments provided for in this Lease to be made to the Lessor shall be made to the Lessor by wire transfer of Federal Funds at its address set forth in Section 21.1 hereof, or at such other place as the Lessor or its assigns shall specify in writing.

2.4. Net Lease. This Lease is a net lease and the Lessee shall not be entitled to any abatement of rent or reduction thereof, including, but not limited to, abatements or reductions due to any present or future claims of the Lessee against the Lessor under this Lease or otherwise or against Manufacturer or against the Assignee, or against any entity having a beneficial interest in the obligations to be performed under the Conditional Sale Agreement; nor except as otherwise expressly provided herein, shall this Lease terminate, or the respective obligations of the Lessor or the Lessee be otherwise affected, by reason of any defect in or damage to or loss or destruction of all or any of the Equipment from whatsoever cause, the taking or requisitioning of the Equipment by condemnation or otherwise, the lawful prohibition of Lessee's use of the Equipment, the interference with such use by any private person or corporation, the invalidity or unenforceability or lack of due authorization or other infirmity of this Lease, or lack of right, power or authority of the Lessor to enter into this Lease, or for any other cause whether similar or dissimilar to the foregoing, any present or future law to the contrary notwithstanding, it being the intention of the parties hereto that the rents and other amounts payable by the Lessee hereunder shall continue to be payable in all events unless the obligation to pay the same shall be terminated pursuant to Section 11 hereof, or until, pursuant to Section 13 hereof, the Equipment is placed and ready for delivery to the Lessor on the Lessee's lines, or is stored for the Lessor on the Lessee's lines or leaves the Lessee's lines for off-line delivery to the Lessor.

SECTION 3. TERM OF THE LEASE.

The term of this Lease as to each Item of Equipment shall begin on the date of delivery to and acceptance by the Lessee of such Item of Equipment and, subject to the provisions of Section 11 hereof, shall terminate on the date for payment of the sixtieth installment of Fixed Rental subject to the option to renew provided in Section 20 hereof.

SECTION 4. TITLE TO THE EQUIPMENT.

4.1. Retention of Title. The Equipment is owned by the Primary Lessor and such Primary Lessor's legal title to the Equipment is subject to the rights of the Vendor under a Conditional Sale Agreement. Lessor is lessee under the Primary Lease and, it is understood that Lessee shall acquire no right, title or interest to the Equipment except hereunder notwithstanding the delivery of the Equipment to and the possession and use thereof by the Lessee.

4.2. Duty to Number and Mark Equipment. The Lessee will cause each Item of Equipment to be kept numbered with its road number as set forth in Schedule A-1 and will keep and maintain, plainly, distinctly, permanently and conspicuously marked by a plate or stencil printed in contrasting color upon each side of each Item of Equipment in letters not less than one inch in height as follows:

"Leased as Lessor by Exchange National Bank of Chicago, as Trustee under Trust Agreement with Commercial Credit Capital Corporation, as Trustor, and subject to a Security Interest recorded with the I.C.C."

with appropriate changes thereof and additions thereto as from time to time may be required by law in order to protect the title of the Lessor to such Item of Equipment, its rights under this Lease and the rights of any assignee under Section 16 hereof. The Lessee will not place any such Item of Equipment in operation or exercise any control or dominion over the same until the required legend shall have been so marked on both sides thereof and will replace promptly any such names and word or words which may be removed, defaced or destroyed. The Lessee will not change the road number of any Item of Equipment except with the consent of the Lessor and in accordance with a statement of new road numbers to be substituted therefor, which consent and statement previously shall have been filed with the Lessor by the Lessee and filed, recorded or deposited in all public offices where this Lease shall have been filed, recorded or deposited.

4.3. Prohibition Against Certain Designations. Except as above provided, the Lessee will not allow the name of any person, association or corporation to be placed on the Equipment as a designation that might be interpreted as a claim of ownership; provided, however, that the Lessee may cause the Equipment to be lettered with the names or initials or other insignia customarily used by the Lessee or its affiliates on railroad equipment used by it of the same or a similar type for convenience of identification of the right of the Lessee to use the Equipment under this Lease.

SECTION 5. DISCLAIMER OF WARRANTIES.

AS BETWEEN LESSOR AND LESSEE, LESSOR LEASES THE EQUIPMENT, AS-IS WITHOUT WARRANTY OR REPRESENTATION EITHER EXPRESS OR IMPLIED, AS TO (A) THE FITNESS OR MERCHANTABILITY OF ANY ITEM OR ITEMS OF EQUIPMENT, (B) THE LESSOR'S TITLE THERETO, (C) THE LESSEE'S RIGHT TO THE QUIET ENJOYMENT THEREOF, OR (D) ANY OTHER MATTER WHATSOEVER, IT BEING AGREED THAT ALL SUCH RISKS, AS BETWEEN THE LESSOR AND THE LESSEE, ARE TO BE BORNE BY THE LESSEE. The Lessor hereby appoints and constitutes the Lessee its agent and attorney-in-fact during

the term of this Lease to assert and enforce, from time to time, in the name and for the account of the Lessor and the Lessee, as their interests may appear, but in all cases at the sole cost and expense of the Lessee, whatever claims and rights the Lessor may have against the Manufacturer.

SECTION 6. LESSEE'S INDEMNITY.

6.1. Scope of Indemnity. The Lessee shall defend, indemnify and save harmless the Lessor and the Primary Lessor and their successor and assigns from and against:

(a) any and all loss or damage of or to the Equipment, usual wear and tear excepted, and

(b) any claim, cause of action, damages, liability, cost or expense (including counsel fees and costs in connection therewith) which may be incurred in any manner by or for the account of any of them (i) relating to the Equipment or any part thereof, including without limitation the construction, purchase, delivery, installation, ownership, leasing or return of the Equipment or as a result of the use, maintenance, repair, replacement, operation or the condition thereof (whether defects are latent or discoverable by the Lessor or by the Lessee), (ii) by reason or as the result of any act or omission of the Lessee for itself as agent or attorney-in-fact for the Lessor hereunder, (iii) as a result of claims for patent infringements, or (iv) as a result of claims for negligence or strict liability in tort.

6.2. Financing Indemnification. In the Primary Lease, Lessor is obligated under Section 6.2 thereof to render certain tax indemnifications to the Primary Lessor and the beneficial owners of the Equipment. Under the Conditional Sale Agreement Lessor has undertaken certain obligations as Guarantor. If Lessor makes any payment under Section 6.2 of the Primary Lease or as a result of the Guarantee of the Conditional Sale Agreement Lessee on demand shall pay to Lessor as additional rent a sum which, after deduction of all taxes required to be paid by Lessor in respect to the receipt thereof under the laws of the United States or any political subdivision thereof, shall reimburse Lessor for the sums so paid.

6.3. Continuation of Indemnities and Assumptions. The indemnities and assumptions of liability in this Section 6 contained shall continue in full force and effect notwithstanding the termination of this Lease, or the termination of the term hereof in respect of any one or more Items of Equipment, whether by expiration of time,

by operation of law or otherwise; provided, however, that such indemnities and assumption of liability shall not apply in respect of any matters referred to in subsection (a) or clause (i) or (ii) or of subsection (b) of Section 6.1 hereof, occurring after the termination of this Lease, except after termination by reason of Lessee's default or for any such matters occurring after the termination arising in connection with the Lessee's assembling, delivering, storing or transporting of the Equipment as provided in Sections 13 or 15 as the case may be. The Lessee shall be entitled to control, and shall assume full responsibility for, the defense of such claims or liability.

SECTION 7. RULES, LAWS AND REGULATIONS.

The Lessee agrees to comply with all governmental laws, regulations, requirements and rules (including the rules of the United States Department of Transportation) with respect to the use, maintenance and operation of each Item of Equipment subject to this Lease. In case any equipment or appliance is required to be installed on such Item of Equipment in order to comply with such laws, regulations, requirements and rules, the Lessee agrees to make such changes, additions and replacements. Upon return of the Items of Equipment at the termination of the Lease such Items shall be fit for use by a Railroad in compliance with all governmental laws, regulations, requirements and rules.

SECTION 8. USE AND MAINTENANCE OF EQUIPMENT.

The Lessee shall use the Equipment only in the manner for which it was designed and intended and so as to subject it only to ordinary wear and tear. The Lessee shall, at its own cost and expense, maintain and keep the Equipment in good order, condition and repair, ordinary wear and tear excepted, suitable for use in interchange. The Lessee shall not modify any Item of Equipment without the written authority and approval of the Lessor which shall not be unreasonably withheld. Any parts installed or replacements made by the Lessee upon any Item of Equipment shall be considered accessions to such Item of Equipment and Lessee shall claim no title thereto and title thereto shall be immediately vested in the Primary Lessor or Lessor as appropriate without cost or expense to the Primary Lessor or Lessor.

SECTION 9. LIENS ON THE EQUIPMENT.

The Lessee shall pay or satisfy and discharge any and all claims against, through or under the Lessee and its successors or assigns which, if unpaid, might constitute or become a lien or a charge upon the Equipment, and any liens or charges which may be

levied against or imposed upon any Item of Equipment as a result of the failure of the Lessee to perform or observe any of its covenants or agreements under this Lease, but the Lessee shall not be required to pay or discharge any such claims so long as it shall, in good faith and by appropriate legal proceedings contest the validity thereof in any reasonable manner which will not affect or endanger the title and interest of the Lessor to the Equipment. The Lessee's obligations under this Section 9 shall survive termination of the Lease.

SECTION 10. FILING, PAYMENT OF FEES AND TAXES.

10.1. Filing. Prior to the delivery and acceptance of the first Item of Equipment, the Lessee will, at its sole expense, cause the Primary Lease, this Lease, the Conditional Sale Agreement and the assignment thereof to be duly filed, recorded or deposited in conformity with Section 20c of the Interstate Commerce Act and in such other places within or without the United States as the Lessor may reasonably request for the protection of its title or the security interest of the Assignee and will furnish the Lessor proof thereof. The Lessee will, from time to time, do and perform any other act and will execute, acknowledge, deliver, file, register and record (and will re-file, re-register, or re-record whenever required) any and all further instruments required by law or reasonably requested by the Lessor, for the purpose of protecting the Primary Lessor's or Lessor's title as appropriate to, the Assignee's security interest in, the Equipment to the satisfaction of the Primary Lessor's, Lessor's or the Assignee's counsel or for the purpose of carrying out the intention of this Lease, and in connection with any such action, will deliver to the Lessor proof of such filings and an opinion of the Lessee's counsel that such action has been incident to any such filing, re-filing, recording and re-recording or depositing and re-depositing of any such instruments or incident to the taking of such action.

10.2. Payment of Taxes. The Lessee, shall report, pay and discharge when due all license and registration fees, assessments, sales, use and property taxes, gross receipts taxes arising out of receipts from use or operation of the Equipment, and other taxes, fees and governmental charges similar or dissimilar to the foregoing (excluding any tax measured by the Lessor's or Primary Lessor's net income and any gross receipts or gross income taxes in substitution for or by way of relief from the payment of taxes measured by such net income, provided that the Lessee agrees to pay that portion of any such tax on or measured by rentals payable hereunder or the net income therefrom which is in direct substitution for, or

which relieves the Lessee from, a tax which the Lessee would otherwise be obligated to pay under the terms of this Section), together with any penalties or interest thereon, imposed by any state, federal or local government upon any Item of Equipment and whether or not the same shall be assessed against or in the name of the Lessor, the Primary Lessor or the Lessee, provided, however, that the Lessee shall not be required to pay or discharge any such tax or assessment (i) so long as it shall, in good faith and by appropriate legal proceedings contest the validity thereof in any reasonable manner which will not affect or endanger the title and interest of the Lessor or the Primary Lessor to the Equipment; however, the Lessee shall reimburse the Lessor and the Primary Lessor for any damages or expenses resulting from such failure to pay or discharge, or (ii) as to assessments against or in the name of anyone other than the Lessee, until 20 days after written notice thereof shall have been given to the Lessee.

SECTION 11. INSURANCE, PAYMENT FOR CASUALTY OCCURRENCE OR EQUIPMENT UNSERVICEABLE FOR USE LIABILITY INSURANCE.

11.1. Insurance. The Lessee will at all times after delivery and acceptance of each Item of Equipment, at its own expense keep or cause to be kept each such Item insured by a reputable insurance company or companies in the amounts and against risks customarily insured against by other Railroad Companies on similar Equipment. Such insurance may provide that losses shall be adjusted with the Lessee and shall provide that the proceeds thereof shall be payable to the Primary Lessor, the Lessor, the Assignee, and the Lessee as their interests shall appear. All proceeds of insurance received by the Primary Lessor, the Lessor and the Assignee with respect to any Items of Equipment not suffering a Casualty Occurrence (as hereinafter defined) shall be paid to the Lessee upon proof satisfactory to the Primary Lessor, the Lessor and the Assignee that any damage to any Item with respect to which such proceeds were paid has been fully repaired. Any such proceeds of insurance received by the Primary Lessor, the Lessor and the Assignee with respect to a Casualty Occurrence shall be credited toward the payment required by this Section 11 with respect to such Casualty Occurrence. Lessee's present limit of coverage is \$4,500,000 with the first \$500,000 of loss excluded. Lessee shall notify Lessor of any changes in such coverage.

11.2, Duty of Lessee to Notify Lessor. In the event that any Item of Equipment shall be or become lost, stolen, destroyed, or, in the opinion of the Lessee, irreparably damaged or shall be requisitioned or taken over by any governmental authority under the power of eminent domain or otherwise during the term of this Lease

(any such occurrence, except for any requisition which by its terms does not exceed the Term of this Lease, being hereinafter called a Casualty Occurrence), the Lessee shall promptly and fully (after it has knowledge of such Casualty Occurrence) inform the Lessor in regard thereto.

11.3. Payment for Casualty Loss. When the aggregate Casualty Value (as herein defined) of Items of Equipment having suffered a Casualty Occurrence (exclusive of Items of Equipment having suffered a Casualty Occurrence with respect to which a payment shall have been made to the Lessor pursuant to this Section 11) shall exceed \$60,000, the Lessee, on the next succeeding Rental Payment Date, shall pay to the Lessor the Fixed Rental installment due on such Rental Payment Date for such Items of Equipment plus a sum equal to the Casualty Value of such Item or Items of Equipment as of the date of such payment provided that notwithstanding the foregoing the Lessee shall on the last Rental Payment Date of each calendar year pay to the Lessor a sum equal to the Casualty Value of any Item or Items of Equipment which have suffered a casualty occurrence during such calendar year or any prior year for which no payment has previously been made to the Lessor pursuant to this Section 11.3.

11.4. Rent Termination. Upon (and not until) payment of the Casualty Value in respect of any Item or Items of Equipment, the obligation to pay rent for such Item or Items of Equipment accruing subsequent to the Casualty Value payment date shall terminate, but the Lessee shall continue to pay rent for all other Items of Equipment.

11.5. Disposition of Equipment. Upon Lessor's request the Lessee shall, as agent for the Lessor, dispose of such Item or Items of Equipment having suffered a Casualty Occurrence as soon as it is able to do so for the fair market value thereof. Any such disposition shall be on an "as is", "where is" basis without representation or warranty, express or implied. As to each separate Item of Equipment so disposed of the Lessee may retain all amounts of such price plus any insurance proceeds and damages received by the Lessee by reason of such Casualty Occurrence up to the Casualty Value attributable thereto and shall remit the excess, if any, to the Lessor. In disposing of such Item or Items of Equipment, the Lessee shall take such action as the Lessor shall reasonably request to terminate any contingent liability which the Lessor might have arising after such disposition from or connected with such Item or Items of Equipment

11.6. Casualty Value. The Casualty Value of each Item of Equipment shall be an amount determined as of the date the Casualty Value is paid as provided in this Section 11 (and not the date of the Casualty Occurrence) equal to that percentage of the original cost to the Lessor of such Item of Equipment set forth in the Schedule of Casualty Value attached hereto as Schedule C opposite such date of payment.

11.7. Risk of Loss. The Lessee shall bear the risk of and, except as hereinabove in this Section 11 provided, shall not be released from its obligations hereunder in the event of any Casualty Occurrence to any Item of Equipment from and after the date hereof and continuing until payment of the Casualty Value in respect of such Item of Equipment has been made, such Item or the salvage thereof has been disposed of by the Lessee and the title to such Item or the salvage thereof and all risk of loss and liabilities incident to ownership have been transferred to the purchaser of such Item or the salvage thereof.

11.8. Eminent Domain. In the event that during the term of this Lease the use of any Item of Equipment is requisitioned or taken by any governmental authority under the power of eminent domain or otherwise for a period which does not exceed the term of this Lease the Lessee's obligation to pay rent shall continue for the duration of such requisitioning or taking. The Lessee shall be entitled to receive and retain for its own account all sums payable for any such period by such governmental authority as compensation for requisition or taking of possession to an amount equal to the rent paid or payable hereunder for such period, and the balance, if any, shall be payable to and retained by the Lessor as its sole property.

11.9. Liability Insurance. The Lessee's present liability policy has a limit of coverage of \$10,000,000 with the first \$1,000,000 of liability excluded. Lessee shall notify Lessor of any changes in such coverage. The policies of Insurance shall name as additional insured the Lessor and the Primary Lessor. Such requirement of the naming of the Lessor and the Primary Lessor shall be satisfied by a clause insuring generally Lessor's equipment used by the Lessee.

SECTION 12. ANNUAL REPORTS.

12.1. Duty of Lessee to Furnish. On or before April 1, in year, commencing with the year 1975, the Lessee will furnish to the Lessor, the Trustor or the Lessor's assigns an accurate statement, as the preceding December 31 (a) showing the amount, description and num

of the Items of Equipment then leased hereunder, the amount, description and numbers of all Items of Equipment that may have suffered a Casualty Occurrence during the preceding 12 months (or since the date of this Lease, in the case of the first such statement), and such other information regarding the condition or repair of the Equipment as Lessor may reasonably request, and (b) stating that, in the case of all Equipment repainted during the period covered by such statement, the markings required by Section 4.2 hereof shall have been preserved or replaced.

12.2. Lessor's Inspection Rights. Primary Lessor, the Trustor, the Lessor, and the Assignee each shall have the right, at its sole cost and expense by its authorized representative, to inspect the Equipment and the Lessee's records with respect thereto, at such times as shall be reasonably necessary to confirm to the Primary Lessor, the Trustor, the Lessor or, as the case may be, the Assignee the existence and proper maintenance thereof during the continuance of this Lease.

SECTION 13. RETURN OF EQUIPMENT UPON EXPIRATION OF TERM.

Upon the expiration of the term of this Lease with respect to any Item of Equipment, the Lessee will, at its own cost and expense at the request of the Lessor, deliver possession of such Item of Equipment to the Lessor upon such storage tracks of the Lessee as the Lessor may designate, or in the absence of such designation, as the Lessee may select, and permit the Lessor to store such Item of Equipment on such tracks for a period not exceeding 90 days and transport the same at any time within such 90 day period to any reasonable place on the lines of railroad operated by the Lessee or to any connecting carrier for shipment, all as directed by the Lessor upon not less than 30 days' written notice to the Lessee, provided, however, that if the Lessee exercises its option to withdraw and rescind an election to purchase the equipment pursuant to Section 20.1 hereof or to renew the lease term pursuant to Section 20.2 hereof such storage period shall be for a period not exceeding 180 days. All movement and storage of each such Item is to be at the risk and expense of the Lessee. During any such storage period the Lessee will permit the Lessor or any person designated by it, including the authorized representative or representatives of any prospective purchaser of any such Item, to inspect the same; provided, however, that the Lessee shall not be liable, except in the case of negligence of the Lessee or of its employees or agents, for any injury to, or the death of, any person exercising, either on behalf of the Lessor or any prospective purchaser, the rights of inspection granted under this sentence. The assembling, delivery, storage and transporting of the Equipment as hereinbefore provided are of the essence of this Lease, and upon application to any court of equity having jurisdiction in the premises the Lessor shall be entitled to a decree against the Lessee requiring specific performance of the covenants of the Lessee to so assemble, deliver, store and transport the Equipment.

SECTION 14. DEFAULT.

14.1. Events of Default. Any of the following events shall constitute an Event of Default hereunder:

(a) Default shall be made in the payment of any part of the rental provided in Section 2 hereof and such default shall continue for five days; or

(b) The Lessee shall make or permit any unauthorized assignment or transfer of this Lease, or of possession of the Equipment, or any portion thereof, and shall fail or refuse to cause such assignment or transfer to be cancelled by agreement of all parties having any interest therein and to recover possession of such Equipment within 30 days after written notice from the Lessor to the Lessee demanding such cancellation and recovery of possession; or

(c) Default shall be made in the observance or performance of any other of the covenants, conditions and agreements on the part of the Lessee contained herein and such default shall continue for 30 days after written notice from the Lessor to the Lessee, specifying the default and demanding the same to be remedied; or

(d) A petition for reorganization under Section 77 of the Bankruptcy Act, as now constituted or as said Section 77 may be hereafter amended, shall be filed by or against the Lessee, and all obligations of the Lessee under this Lease shall not have been duly assumed in writing, pursuant to a court order or decree, by a trustee or trustees appointed in such proceeding, or otherwise giving a status comparable to the obligations incurred by such a trustee or trustees, within 30 days after such appointment, if any, or 60 days after such petition shall have been filed, whichever shall be earlier; or

(e) Any other proceedings shall be commenced by or against the Lessee for any relief under any bankruptcy or insolvency laws or laws relating to the relief of debtors, readjustments or indebtedness, reorganizations, arrangements, compositions or extensions (other than a law which does not permit any readjustment of the indebtedness payable hereunder), and all the obligations of the Lessee under this Lease shall not have been duly assumed in writing, pursuant to a court order or decree, by a trustee or trustees or receiver or receivers appointed for the Lessee or for the property of the Lessee in connection with any

such proceeding, or otherwise give a status comparable to the obligations incurred by such a trustee or trustees or receiver or receivers, within 30 days after such appointment, if any, or 60 days after such proceeding shall have been commenced whichever shall be earlier.

14.2. Remedies. If any Event of Default has occurred and is continuing, the Lessor, at its option, may:

(a) Proceed by appropriate court action or actions, either at law or in equity, to enforce performance by the Lessee of the applicable covenants of this Lease or to recover damages for the breach thereof; or

(b) By notice in writing to the Lessee, terminate this Lease, whereupon all right of the Lessee to the use of the Equipment shall absolutely cease and terminate as though this Lease had never been made, but the Lessee shall remain liable as hereinafter provided; and thereupon, the Lessor may by its agents enter upon the premises of the Lessee or other premises where any of the Equipment may be located and take possession of all or any of such Equipment and thenceforth hold, possess and enjoy the same free from any right of the Lessee, or its successors or assigns, to use the Equipment for any purpose whatever, but the Lessor, shall nevertheless, have a right to recover from the Lessee any and all amounts which may have accrued to the date of such termination (computing the rental for any number of days less than a full rental period by a fraction of which the numerator is such accrued number of days in such full rental period and the denominator is the total number of days in such full rental period) and also to recover forthwith from the Lessee (i) as damages for loss of the bargain and not as a penalty, a sum, with respect to each Item of Equipment, which represents the excess of the present worth, at the time of such termination, of all rentals for such Item which would otherwise have accrued hereunder from the date of such termination to the end of the term of this Lease over the then present worth of the then fair rental value of such Item for such period computed by discounting from the end of such term to the date of such termination rentals which the Lessor reasonably estimates to be obtainable for the use of the Item during such period, such present worth to be computed in each case on a basis of 4-3/8% per annum discount, compounded quarterly from the respective dates upon which rentals would have been payable hereunder had this Lease not been terminated, and (ii) any damages and expenses including reasonable attorney's fees, in addition thereto which the Lessor shall have sustained by reason of the breach of any covenant or covenants of this Lease, other than for the payment of rental.

14.3. Cumulative Remedies. The remedies in this Lease provided in favor of the Lessor shall not be deemed exclusive, but shall be cumulative and shall be in addition to all other remedies in its favor existing at law or in equity. The Lessee hereby waives any mandatory requirements of law, now or hereafter in effect, which might limit or modify any of the remedies herein provided, to the extent that such waiver is permitted by law. The Lessee hereby waives any and all existing or future claims of any right to assert any off-set against the rent payments due hereunder, and agrees to make the rent payments regardless of any off-set or claim which may be asserted by the Lessee on its behalf in connection with the Lease Equipment.

14.4. Lessor's Failure to Exercise Rights. The failure of the Lessor to exercise the right granted it hereunder upon any occurrence of any of the contingencies set forth herein shall not constitute a waiver of any such right upon the continuation or recurrence of any such contingencies or similar contingencies.

14.5. Termination by Primary Lessor of the Primary Lease or Assignee of Conditional Sale Agreement. Anything in this Lease to the contrary notwithstanding, if the Primary Lessor or Assignee of the Conditional Sale Agreement shall, upon the occurrence of an Event of Default as defined therein, state in a written notice to the Lessor and Lessee that this Lease terminates, this Lease shall, immediately upon receipt by Lessee of such notice, terminate as to all the Items of Equipment and the rights of the Lessee hereunder shall at all times and in all respects be subject and subordinate to the rights and remedies of the Primary Lessor and Assignee under the Conditional Sale Agreement respectively.

SECTION 15. RETURN OF EQUIPMENT UPON DEFAULT.

15.1. Lessee's Duty to Return. If the Lessor or the Assignee shall terminate this Lease pursuant to Section 14 hereof, the Lessee shall forthwith deliver possession of the Equipment to the Lessor. For the purpose of delivering possession of any Item of Equipment to the Lessor as above required, the Lessee shall at its own cost, expense and risk (except as hereinafter stated):

- (a) Forthwith place such Equipment in such reasonable storage place on the Lessee's lines of railroad as the Lessor may designate or, in the absence of such designation, as the Lessee may select;

(b) Permit the Lessor to store such Equipment in such reasonable storage place on the Lessee's railroad lines for a period not exceed 180 days at the risk of the Lessee; and

(c) Transport the Equipment, at any time within such 180 days' period, to any place on the railroad lines operated by the Lessee or to any connecting carrier for shipment, all as the Lessor may reasonably direct upon not less than 30 days' written notice to the Lessee.

15.2. Specific Performance. The assembling, delivery, storage and transporting of the Equipment as hereinbefore provided are of the essence of this Lease, and upon application to any court of equity having jurisdiction in the premises, the Lessor shall be entitled to a decree against the Lessee requiring specific performance of the covenants of the Lessee so to assemble, deliver, store and transport the Equipment.

15.3. Lessor Appointed Lessee's Agent. Without in any way limiting the obligations of the Lessee under the foregoing provisions of this Section 15, the Lessee hereby irrevocably appoints the Lessor as the agent and attorney of Lessee, with full power and authority, at any time while the Lessee is obligated to deliver possession of any Items of Equipment to Lessor, to demand and take possession of such Item in the name and on behalf of the Lessee from whosoever shall be at the time in possession of such Item.

SECTION 16. ASSIGNMENTS BY LESSOR.

This Lease and all rent and other sums due and to become due hereunder have been assigned to the Primary Lessor and Assignee pursuant to Section 16 of the Primary Lease and Section 26 of the Conditional Sale Agreement respectively. The rights of the Assignee are superior to those of the Primary Lessor. Until Lessor receives written notice from the Assignee or such other evidence as the Lessee may reasonably require, that the obligations secured by the Conditional Sale Agreement have been paid in full, that portion of the rents and other sums due hereunder equivalent to the rental and other sums due under the Primary Lease shall be paid to the Assignee at 15th and Chestnut Streets, Philadelphia, Pennsylvania 19101, Attention, Corporate Trust Department or at such other place as may be directed by the Assignee. After the obligations secured by the Conditional Sale Agreement has been paid in full, until Lessee receives notice from the Primary Lessor or such other evidence as may be reasonably required by Lessee that the Primary Lessor no longer has an interest

in the Equipment, Lessee shall cause that portion of the rents and other sums due and to become due hereunder equivalent to the rental and other sums due under the Primary Lease to be paid to the Primary Lessor at The Exchange National Bank of Chicago, Chicago, Illinois, or as directed by the Primary Lessor. The payments hereunder shall be made by wire transfer of Federal Funds. Any portions of the rentals and other sums due and to become due hereunder not so paid to the Assignee or the Primary Lessor shall be payable to Lessor as provided in Section 2.3 hereof. Without limiting the foregoing, the Lessee further acknowledges and agrees that (i) the rights of the Assignee in and to the sums payable by the Lessee under any provisions of this Lease shall not be subject to any abatement whatsoever, and shall not be subject to any defense, set-off, counter-claim or recoupment whatsoever whether by reason of or defect in title, the Primary Lease or any interruption from whatsoever cause (other than from a wrongful act of the Primary Lessor or Assignee) in the use, operation or possession of the Equipment or any part thereof, or any damage to or loss or destruction of the Equipment or any part thereof, or by reason of any other indebtedness or liability, howsoever and whenever arising, of the Lessor to the Lessee or to any other person, firm or corporation or to any governmental authority or for any cause whatsoever, it being the intent hereof that, except in the event of a wrongful act on the part of the Primary Lessor or the Assignee, the Lessee shall be unconditionally and absolutely obligated to pay the Primary Lessor or Assignee as applicable all of the rents and other sums which are the subject matter of the assignment, and (ii) the Primary Lessor and the Assignee shall have the sole right to exercise all rights, privileges and remedies (either in their respective own names or in the name of the Lessor for the use and benefit of the Primary Lessor or the Assignee as applicable) which by the terms of this Lease are permitted or provided to be exercised by the Lessor.

SECTION 17. ASSIGNMENTS BY LESSEE; USE AND POSSESSION.

17.1. Lessee's Rights to the Equipment. So long as the Lessee shall not be in default under this Lease, the Lessee shall be entitled to the possession and use of the Equipment in accordance with the terms of this Lease, but, without the prior written consent of the Lessor, the Lessee shall not assign, transfer or encumber its leasehold interest under this Lease in any of the Equipment. However, the leasehold interest of Lessee may be encumbered by the Lessee's general mortgage dated January 1, 1950 with Joseph C. Williams and the First National Bank of Chicago as Trustees, and may be encumbered by any supplement or amendment thereto. The Lessee shall not, without the prior written consent of the Lessor, part with the possession or control of, or suffer or allow to pass out of its possession or control, any of the Equipment, except to the extent permitted by the provisions of Section 17.2 hereof, and no Item of Equipment shall at any time be located outside of the United States of America.

17.2. Use and Possession on Lines Other Than Lessee's Own.

So long as the Lessee shall not be in default under this Lease, the Lessee shall be entitled to the possession of the Equipment and to the use thereof upon the lines of railroad owned or operated by it (either alone or jointly) or by any corporation a majority of whose voting stock (i.e., having ordinary voting power for the election of a majority of its Board of Directors) is owned directly or indirectly by the Lessee, or upon lines of railroad over which the Lessee or such corporation has trackage or other operating rights or over which Equipment of the Lessee is regularly operated pursuant to contract, but only upon and subject to all the terms and conditions of this Lease. Lessee shall always use the Equipment, or cause the Equipment to be used, in a manner so that it will at all times qualify as "rolling stock, of a domestic railroad corporation subject to part I of the Interstate Commerce Act, which is used within and without the United States" within the meaning of Section 48(a)(2)(B)(ii) of the Internal Revenue Code of 1954, as amended, or any successor section thereto. Notwithstanding the foregoing, the Lessee will not assign any Item of Equipment to service including the operation and maintenance thereof outside the United States of America. No assignment or sublease entered into by the Lessee hereunder shall relieve the Lessee of any liability or obligations hereunder which shall be and remain those of a principal and not a surety.

17.3. Merger, Consolidation or Acquisition of Lessee.

Nothing in this Section 17 shall be deemed to restrict the right of Lessee to assign or transfer its leasehold interest under this Lease in the Equipment or possession of the Equipment to any corporation (which shall have duly assumed the obligations hereunder of Lessee) into or with which the Lessee shall have become merged or consolidated or which shall have acquired the property of Lessee as an entirety or substantially as an entirety.

SECTION 18. OPINION OF LESSEE'S COUNSEL.

Concurrently with the delivery and acceptance of the first Item of Equipment hereunder, the Lessee will deliver to the Lessor five counterparts of the written opinion of counsel for the Lessee addressed to the Lessor and to the Assignee, in scope and substance satisfactory to the Lessor, to the effect that:

- (a) The Lessee is a corporation legally incorporated and validly existing, in good standing, under the laws of the State of Delaware,

(b) The Lessee has the corporate or other power and authority to own its property and carry on its business as now being conducted and is duly qualified to do business as a foreign corporation in all states in which such qualification is necessary to carry out the terms of the Lease;

(c) This Lease has been duly authorized, executed and delivered by the Lessee and constitute the valid, legal and binding agreements of the Lessee enforceable in accordance with their respective terms;

(d) This Lease has been filed and recorded with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act and no other filing, recording or depositing is necessary to protect the Primary Lessor and Lessor's title to the Equipment in the United States of America;

(e) No approval, consent or withholding of objection is required from any public regulatory body with respect to the entering into or performance by the Lessee of this Lease;

(f) The execution and delivery by the Lessee of this Lease do not violate any provision of any law, any order of any court or governmental agency, the Charter or By-laws of the Lessee, or any indenture, agreement, or other instrument to which the Lessee is a party or by which it, or any of its property is bound, and will not be in conflict with, result in the breach of, or constitute (with due notice and/or lapse of time) a default under any such indenture, agreement or other instrument, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the Lessee, except as contemplated and permitted hereby; and

(g) As to any other matter which the Lessor shall reasonably request.

SECTION 19. INTEREST ON OVERDUE RENTALS AND AMOUNTS PAID BY LESSOR.

Anything to the contrary herein contained notwithstanding, any nonpayment of rentals due hereunder, or amount expended by the Lessor on behalf of the Lessee, shall result in the additional obligation on the part of the Lessee to pay an amount equal to 10% per annum (or the lawful rate, whichever is less) on the overdue rentals and amounts expended for the period of time during which they are overdue or expended and not repaid.

SECTION 20. OPTIONS TO PURCHASE OR RENEW.

20.1 Option to Purchase. Provided that the Lessee is not in default, Lessee shall have the following option to purchase:

(a) The Lessee shall have the right to purchase all but not less than all of the Equipment then leased hereunder at the expiration of the original term or at any extension thereof at a price equal to the "fair market value" (as defined). The Lessee shall give the Lessor written notice 260 days prior to the end of the term of its election to exercise the purchase option provided for in this Section. Payment of the option price shall be made at the place of payment specified in Section 2 hereof in funds there current against delivery of a bill of sale transferring and assigning to the Lessee all right, title and interest of the Lessor in and to the Equipment and containing a warranty against liens or claims of persons claiming by, through or under the Lessor except liens and claims which the Lessee assumed or is obligated to discharge under the terms of the Lease. At or prior to delivery of such Bill of Sale, Lessor shall cause all of the Primary Lessor's interest and the Assignee's interest in and to such Equipment to be terminated. The Lessor shall not be required to make any representation or warranty as to the condition of the Equipment or any other matters.

(b) The "fair market value" shall be an amount mutually agreed upon by the Lessor and the Lessee; provided that if the Lessor and the Lessee are unable to agree upon the fair market value of the Equipment within 30 days after receipt by the Lessor of the notice of the Lessee's election to exercise the purchase option, the fair market value shall be determined by an appraiser selected by mutual agreement of the Lessor and the Lessee. If the Lessor and the Lessee are not able to agree upon an appraiser, or if the fair market value is not so determined within 40 days after receipt by the Lessor of the Lessee's election to purchase, the same shall be determined by American Appraisal Company. The fair market value as finally determined shall bear interest for the period, if any, from the date of expiration of this Lease to the date of payment at the rate of 9% per annum, in no event shall the fair market value be an amount less than the fair market value as finally determined in the Primary Lease. The fair market value as finally determined shall bear interest for the period, if any, from the date of expiration of this Lease to the date of payment at the rate of 9% per annum.

At any date not less than 200 days prior to the end of the term of the Lease, the Lessee may at its option withdraw and rescind its election to purchase without further liability to the Primary Lessor or Lessor.

(c) Unless the Lessee has given the Lessor 260 days notice as required in connection with the exercise of the foregoing option, all the Equipment then leased hereunder shall be returned to the Lessor in accordance with Section 13 hereof.

Notwithstanding any election of the Lessee to purchase, the provisions of Section 11 hereof shall continue in full force and effect until the date of purchase and the passage of ownership of the Equipment purchased by the Lessee upon the date of purchase unless the purchase price has been agreed upon by the parties pursuant to this Section 20.1, in which event such purchase price shall govern.

20.2. Option to Renew. Provided that the Lessee is not in default, the Lessee shall have the following renewal options:

(a) The Lessee shall have the option to renew and extend this Lease as to all, but not less than all, of the Equipment then leased hereunder for 5 additional renewal terms of 2 years each upon and subject to the terms and conditions herein contained for the original term of this Lease, excepting only that the quarterly Fixed Rental payable for and during such renewal terms shall be an amount equal to the "fair rental value" (as defined) of such Equipment. Each such renewal term shall commence immediately upon the expiration of the preceding term. The Lessee shall give the Lessor written notice not less than 260 nor more than 330 days prior to the end of the original term or the then current renewal term of its election to exercise any renewal option provided for by this Section 20.2.

(b) The "fair rental value" shall be an amount mutually agreed upon by the Lessor and the Lessee; provided that if the Lessor and the Lessee are unable to agree upon the fair rental value of the Equipment within 30 days after receipt by the Lessor of the notice of the Lessee's election to exercise any renewal option, the fair rental value shall be determined by an appraiser selected by mutual agreement of the Lessor and the Lessee. If the Lessor and the Lessee are not able to agree upon an appraiser, or if the fair rental value is not so determined within 40 days after receipt by the

Lessor of the Lessee's election to purchase, the same shall be determined by American Appraisal Company, and in no event shall the fair rental value be an amount less than the fair rental value as finally determined in the Primary Lease. In any determination of the Fair Rental Value under this subsection (b) the party or parties determining such amount shall take into consideration the credit worthiness of the Lessee at the time of such determination.

At any date not less than 200 days prior to the end of the term of the Lease the Lessee may at its option withdraw and rescind its election to renew and extend without further liability to the Primary Lessor or Lessor.

SECTION 21. MISCELLANEOUS.

21.1. Notices. Any notice required or permitted to be given by either party hereto to the other shall be deemed to have been given when deposited in the United States certified mails, first class postage prepaid, addressed as follows:

If to the Lessor:	North American Car Corporation 222 South Riverside Plaza Chicago, Illinois 60606 Attention: Vice President-Finance
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If to the Lessee:	Chicago Rock Island and Pacific Railroad Company 139 West Van Buren Street Chicago, Illinois 60605 Attention: Treasurer
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or addressed to either party at such other address as such party shall hereafter furnish to the other party in writing.

21.2. Execution in Counterparts. This Lease, and any lease supplemental hereto, may be executed in several counterparts, each of which so executed shall be deemed to be an original and in each case such counterparts shall constitute but one and the same instrument.

21.3. Law Governing. This Lease shall be construed in accordance with the laws of Illinois; provided, however, that the parties shall be entitled to all rights conferred by any applicable federal statute, rule or regulation.

NORTH AMERICAN CAR CORPORATION

(CORPORATE SEAL)

BY *Wm. B. Oppenheimer*
Its ~~Vice President - Finance~~ *Operations*
LESSOR

ATTEST:

James J. Behr

CHICAGO ROCK ISLAND AND PACIFIC
RAILROAD COMPANY

(CORPORATE SEAL)

BY *William J. Dixon*
Its President
LESSEE

ATTEST:

E. F. Wilkinson
Secretary

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 13th day of November, 1973, before me personally appeared Robert B. Oppenheimer, to me personally known who being by me duly sworn, says that he is the Vice President-Finance of NORTH AMERICAN CAR CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Thomas J. Kelly
Notary Public

(Seal)

My Commission Expires: 4/11/76

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 7th day of November, 1973, before me personally appeared William J. Dixon, to me personally known, who being by me duly sworn, says that he is a PRESIDENT of CHICAGO ROCK ISLAND AND PACIFIC RAILROAD COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Richard Allan White
Notary Public

(Seal)

My Commission Expires:

December 2, 1974

CERTIFICATE OF ACCEPTANCE
UNDER EQUIPMENT LEASE

To: North American Car Corporation
("Lessee"), The Exchange National
Bank of Chicago, as Trustee ("Vendee-
Primary Lessor"), General Electric
Company ("Manufacturer")

I, a duly appointed inspector and authorized representative of CHICAGO ROCK ISLAND AND PACIFIC RAILROAD COMPANY ("Sub-Lessee") and Vendee-Primary Lessor and Lessee, do hereby certify that I have inspected, received, approved and accepted delivery, on behalf of the Lessee and under the Equipment Lease dated as of October 15, 1973, between the Lessee, and the Sub-Lessee, and on behalf of the Lessee and Vendee-Primary Lessor under the Conditional Sale Agreement dated as of October 15, 1973, among General Electric Company (the "Manufacturer"), the Lessee and the Sub-Lessee, and on behalf of the Lessee under the Equipment Lease dated as of October 15, 1973, between the Lessee and the Vendee-Primary Lessor, of the following Items of Equipment ("Equipment").

TYPE OF EQUIPMENT:

PLACE ACCEPTED:

DATE ACCEPTED:

NUMBER OF ITEMS:

NUMBERED:

I do further certify that the foregoing Equipment is in good order and condition, and conforms to the Specifications applicable distinctly, permanently and conspicuously marked in contrasting colors upon each side of each Item of Equipment the following legned in letters not less than one inch in height:

"Leased as Lessor by Exchange National Bank of Chicago as Trustee under Trust Agreement with Commercial Credit Capital Corporation, as Trustor, and subject to a Security Interest recorded with the I.C.C."

SCHEDULE B
(to Equipment Lease)

The execution of this Certificate will in no way relieve or decrease the responsibility of the Manufacturer of the Equipment for warranties it has made with respect to the Equipment.

Inspector and Authorized
Representative of Sub-Lessee, Lessee,
and Vendee-Primary Lessor

SCHEDULE A-1
(to Equipment Lease)

MANUFACTURER: General Electric Compan

PLANT OF MANUFACTURER: Erie, Pennsylvania

DESCRIPTION OF EQUIPMENT: Eighteen 3,000 H.P. Mod
U30C Diesel Electric
Locomotives, bearing Ro
Numbers RI 4582 to RI 4
both inclusive

SPECIFICATIONS:

BASE PRICE: \$326,345 per Item
(\$5,874,220 for 18 Item

DELIVER TO:

PLACE OF DELIVERY:

ESTIMATED DELIVERY DATES: October - December, 197

OUTSIDE DELIVERY DATE: December 31, 1973

FIXED RENTAL PAYMENTS: Sixty (60) quarterly re
payments in arrears eac
equal to 3.09852% of th
price of each Item of
Equipment

Lessor: North American Car Corporation

Assignee of Manufacturer: The First Pennsylvania Banking and
Trust Company

Primary Lessor: The Exchange National Bank of Chicago, as Trustee

Lessee: Rock Island and Pacific Railroad Company

NORTH AMERICAN CAR CORPORATION
SCHEDULE OF CASUALTY VALUE

The Casualty Value of an Item of Equipment payable on any rental payment date shall mean an amount equal to the per cent of total cost to the Lessor of such Item, including all taxes and delivery charges, set forth opposite such Rental Payment Date in the schedule below. Such payment shall be in addition to the Rental Payment due.

<u>Payment No.</u>	<u>Percentage</u>	<u>Payment No.</u>	<u>Percentage</u>
1	103.0000%	31	82.3270%
2	105.0802	32	80.6145
3	106.2970	33	78.8155
4	107.3883	34	76.9273
5	108.3485	35	74.9722
6	109.1717	36	72.9947
7	109.8921	37	70.9953
8	110.5055	38	68.9742
9	111.0074	39	66.9346
10	111.3930	40	64.8769
11	111.6841	41	62.8016
12	111.8771	42	60.7093
13	111.7736	43	58.6032
14	107.0916	44	56.4840
15	106.9825	45	54.3524
16	106.7761	46	52.2091
17	106.4686	47	50.0577
18	106.0561	48	47.8991
19	105.5512	49	45.7342
20	104.9505	50	43.5640
21	104.0562	51	41.3909
22	98.5866	52	39.2162
23	97.6936	53	37.0439
24	96.7073	54	34.8752
25	95.6246	55	32.7116
26	94.4420	56	30.5546
27	93.1728	57	28.4060
28	91.8140	58	26.2674
29	90.1685	59	24.1406
30	83.9553	60 and there- after	20.000